

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DE-AC07-99ID13727		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. M110		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive, MS 1221 Idaho Falls, ID 83401-1563				7. ADMINISTERED BY (If other than Item 6) Wendy L. Bauer, Contracting Officer, (208) 526-2808			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Bechtel BWXT Idaho, LLC PO Box 1625, MS 3810 Idaho Falls, ID 83415				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-99ID13727			
				10B. DATED (SEE ITEM 13) June 1, 1999			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):	
THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
X	D. OTHER (Specify type of modification and authority): Mutual Agreement

E. IMPORTANT: Contractor ____ is not, 3 is required to sign this document and return **[3]** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

(See Following Page)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Scott S. Crawford Manager, Prime Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>Scott S. Crawford</u> (Signature of person authorized to sign)	<u>12/8/04</u>	BY <u>Wendy L. Bauer</u> (Signature of Contracting Officer)	<u>12/8/04</u>

The contract is modified to incorporate the FY05 3-month (2/1/05 through 4/30/05) contract extension Performance Based Incentives (PBIs) contained at Section J, Attachment L - Performance Evaluation Management Plan. To fully integrate the new PBIs, other contract clauses/provisions are modified as follows:

1. Section B, Clause B.3, ESTIMATED COST AND AVAILABLE FEE, is revised as follows:

- (a) The estimated cost and total available fee pool will be established by the Government in accordance with DEAR 970.1504-1-1 and set forth in a modification to this provision.
- (b) The estimated cost of the specified contract periods, is set forth below:

<u>CONTRACT PERIOD</u>	<u>ESTIMATED COST</u>
October 1, 2001 through September 30, 2002	\$685,000,000
October 1, 2002 through September 30, 2003	\$710,000,000
October 1, 2003 through September 30, 2004	\$753,000,000
October 1, 2004, through January 31, 2005	\$148,200,000 EM \$115,700,000 Lab
February 1, 2005, through April 30, 2005	\$105,000,000 EM

- (c) The EM Base Program New Budget Authority (BA) to be provided to the Contractor is set forth below:

PERIOD	EM BASE PROGRAM FUNDING
October 1, 2001 through September 30, 2002	\$405,000,000
October 1, 2002 through September 30, 2003	\$407,827,000
October 1, 2003 through September 30, 2004	\$385,000,000
October 1, 2004 through January 31, 2005	\$148,200,000
February 1, 2005, through April 30, 2005	\$105,000,000

DOE commits to EM base programming funding of \$407.827M, \$385M, and \$253.2M for Fiscal Years FY03, FY04 and FY05, respectively. Fiscal Year FY05 includes \$140M from Modification M096, the addition of \$8.2M for the CCP scope added to the first four months of FY05 and \$105M for the additional three-month extension. The CCP mobile unit and any support costs (i.e., WTS agreement) will be managed within the \$253.2M funding target. Additionally, DOE commits that the allocation between PBS's will be sufficient to ensure funds are available to allow execution of all work scope covered by the approved EM Detailed Work Plan (DWP), dated October 15, 2003, as revised by subsequent BCPs, including the Contracting Officer FY05 authorization letter (CF&AO-M&O-04-212), dated September 29, 2004. Should the level of funding, or allocation restrictions negatively impact BBWI's ability to complete the agreed upon EM DWP and this impact can be clearly demonstrated by BBWI with advance notice to DOE, DOE agrees to renegotiate affected elements of the PEMP and/or EM DWP, as appropriate. It is also agreed that purchase of a second ARP tent enclosure, excavator, associated foundation work, OCVZ relocation, WMF-610 modifications, and the last three months of the BBWI CCP project are included within these funding targets. Also, the cost incurred by the BBWI ICP transition team, temporary housing for displaced workers and the cost increases, associated with offering

employment to the BBWI employees who have not been hired by the INL contractor, will be managed within these funding targets.

- (d) The total available fee for the specified contract periods is set forth in B.4 below.
- (e) Except as required by law or the terms of the contract, the contractor has authority and discretion to transfer available funds among PBSs to complete all PEMP measures in addition to DWP approved and funded scope. (The EM DWP is defined as the performance baseline component and the unfunded stretch component.) Notification of such transfers must be made to NE-ID by the 15th of each month. Transfers are limited to activities within the individual EM control levels and must be consistent with contract requirements. The contractor will provide monthly reports to NE-ID identifying available funding, costs, outstanding commitments and EAC by EM control level and PBS.
- (f) The Contractor has the authority to reduce/eliminate non-mission critical and/or non-regulator required EM DWP activities, and allocate funds accordingly, without prior NE-ID approval, provided that the change is documented by BCP and concurrent notice of the change and the BCP are provided to NE-ID. BBWI must notify an NE-ID COR and CO of deleted work scope and obtain an initial NE-ID evaluation of the proposed deletion. An NE-ID CO will notify BBWI within three (3) working days if they take exception to the BCP Work scope not included in the approved DWP, and is externally driven must be submitted for approval to NE-ID via the BCP process before funds will be authorized.
- (g) Open BCPs, provided to NE-ID prior to March 1, 2004, and approved by NE-ID, are considered part of this agreement and do not require additional ID-Management Reserve to implement. The BCPs are as follows: INTEC 04-011 Japan Fuel Receipt Credit, RW 04-012 WMF-602 Transfer to BNFL, Inc., ML 04-008 Stormwater Workscope Modifications, ML 04-004 Change Due Date for Update/Revision to Volume I, Section A, ML 04-007 Disposition Evidenciary Materials, INTEC 04-052 Delete Scope for NSNFP Stand Canister & Weld Development, INTEC 04-061 Upgrade Egress for CPP-651, and INTEC 04-066 Upgrade Fort St. Vrain Radio Communication.

2. Section B, Clause B.4, TOTAL AVAILABLE FEE, Table B.4.1 is revised as follows and Tables B.4.2 and B.4.3 are deleted.

Fees delineated in Table B.4.1 were established in accordance with DEAR 970.1504-1-1 and in accordance with Section I.49 clause entitled DEAR 970.5204-54 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT.

In the event the parties fail to agree on the amount of total available fee or any appropriate adjustments thereto under the aforementioned circumstances, the Contracting Officer may make a unilateral decision on the total available fee, subject to appeal under the clause of the contract entitled Disputes.

Total available fee for the contract is as follows:

Table B.4.1

	Fiscal Year(s)	Government Specified Maximum Total Available Fee*	Fee Discount Factor	Total Available Fee (B) – [(B) X (C)] = (D)
	(A)	(B)	(C)	(D)
Basic Contract Period	FY 2000 (Oct-Mar)	\$10,000,000	5.0%	\$9,500,000
	FY 2000 (Apr-Sep)	\$18,055,400	5.0%	\$17,155,400
	FY 2001	\$35,910,000	5.0%	\$34,200,000
	FY 2002	\$33,625,947	5.0%	\$31,944,650
	FY 2003/2004 – EM	\$51,066,350	N/A	\$50,266,350
	FY 2003/2004 – Lab	\$26,940,000	N/A	\$26,940,000
	EM FY 2004/2005 Challenge	\$16,319,000	N/A	\$16,244,000
Option Period	EM FY05 (10/1/04 thru 1/31/05)	\$7,006,000	N/A	\$7,006,000
	Lab FY 2005	\$4,940,000	N/A	\$4,940,000
	EM FY05 (2/1/05 thru 4/30/05)	\$9,700,000	N/A	\$9,700,000

Allocation between award fee and incentive fee shall be separately negotiated (or determined unilaterally by the Contracting Officer if good faith negotiations do not result in an agreement).

7. Section C – Attachment C-A-4, Transition to INL and ICP Contractors, Exhibit A – Mandatory Site Services Provided by the INL Contractor, Table 1 – BBWI Share of Mandatory Site Services for FY2005 is deleted and replaced as follows:

Table 1
BBWI Share of Mandatory Site Services for FY2005
(\$ Thousands)

Description	BBWI Funded Share for FY2005 (Three months)
Emergency Management	\$477.8
Occupational Medical Program	\$473.1
Information Technology Infrastructure	\$776.2
On Site Monitoring Activities	\$42.9
Landfill and Waste Disposal	\$202.8
Power Management	\$748.8
Fire Department Operations	\$1,136.2
Life Safety Systems	\$323.0
Bus Services	\$1,474.8
LDRD	\$3,215.1
Calibration Services	\$369.0
Electronic Data Management System	\$113.4
Total	\$9,353.3

8. **Part III, Section J, Attachment J-L, Performance Evaluation Measurement Plan, is revised to include EM Supplemental FY04 and FY05 PBIs as follows:**

The EM Performance Based Incentives (PBIs) and Other PBIs are hereby incorporated by reference. Any changes made to the PBIs will be made through the formal change control process.

EM Supplemental FY04 and FY05 PBI Summary and Detail Sheets (attached)

EM FY05 PBI Summary and Detail Sheets (attached)

Revised FY03-04 EM PBI Summary (attached)

FY05 Lab PBIs (incorporated by Modification No. M106)